

MODIFICATION OF SUBORDINATION AGREEMENT

STATE OF TEXAS           §  
                                  §  
COUNTY OF BRAZOS       §

WHEREAS, HEAT TRANSFER RESEARCH, INC. did on or about November 23, 1999, execute that one certain promissory note of even date in the original principal sum of \$137,000.00, payable to the order of BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION on behalf of THE CITY OF COLLEGE STATION, TEXAS, which note is secured by Deed of Trust recorded in Volume 3664, Page 308, Official Records of Brazos County, Texas, in favor of THOMAS E. BRYMER, as Trustee for the owner and holder of such promissory note; the property so described in such Deed of Trust being as follows, to-wit:

Being all that certain lot, tract or parcel of land lying and being situated in the S. W. Robertson Survey, Abstract No. 202 in College Station, Brazos County, Texas and being a portion of the 9.575 acre tract called Lot One (1), Block Three (3) of the AMENDING PLAT OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE ONE, an addition to the City of College Station, Texas, according to plat recorded in Volume 2763, Page 55, Official Records of Brazos County, Texas, (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found ½" iron rod marking the west corner of said Lot 1, the southeast corner of Venture Drive right-of-way (based on a 80' width) as dedicated in the said Amending Plat recorded in Volume 2763, Page 55 (O.R.B.C.), being in the northeast right-of-way line of State Highway No. 6 and being more particularly described by metes and bounds as follows:

THENCE: along the southeast line of Venture Drive right-of-way and the northwest line of said Lot 1, Block 3 for the following three (3) calls:

- 1) N 42° 09' 31" E for a distance of 318.72 feet to a found ½" iron marking a Point of Curvature of a curve to the right;
- 2) 74.79 feet along said arc of a curve having a central angle of 05° 38' 19", a radius of 760.00 feet, a tangent of 37.43 feet and a long chord bearing N 44° 58' 41" E at a distance of 74.76 feet to a found ½" iron rod for Point of Tangency;
- 3) N 47° 47' 50" E for a distance of 28.89 feet to a ½" iron rod set for POINT OF BEGINNING;

THENCE: N 47° 47' 50" E continuing along said Venture Drive right-of-way for a distance of 302.98 feet to a found ½" iron rod marking a Point of Curvature of a curve to the left;

THENCE: 29.56 feet along the arc of said curve having a central angle of 02° 00' 58", a radius of 840.00 feet, a tangent of 14.78 feet and a long chord bearing N 46° 47' 21" E at a distance of 29.56 feet to a found ½" iron rod marking the common most northerly corner of Lots 1 and 2, Block 3 of said Amending Plat;

THENCE: along the common line of said Lots 1 and 2 for the following five (5) calls:

- 1) S 44° 13' 04" E for a distance of 244.13 feet to a found ½" iron rod;
- 2) S 18° 40' 00" E for a distance of 200.00 feet to a found ½" iron rod;
- 3) S 53° 40' 00" E for a distance of 200.00 feet to a found ½" iron rod marking the most easterly corner of said Lot 1;
- 4) S 32° 20' 00" W for a distance of 175.00 feet to a found ½" iron rod for corner;

5) S 67° 20' 00" W for a distance of 140.32 feet to a ½" iron rod set for corner;

THENCE: N 42° 12' 10" W through the interior of said Lot 1 for a distance of 622.57 feet to the POINT OF BEGINNING, and containing 4.575 acres of land, more or less.

WHEREAS, on or about June 15, 2000, THE CITY OF COLLEGE STATION, TEXAS and BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION executed a Subordination Agreement ("Agreement"), such Agreement being recorded in Volume 3842, Page 191, Official Records of Brazos County, Texas; and

WHEREAS, the parties hereto wish to amend and modify the Agreement; and

WHEREAS, the said HEAT TRANSFER RESEARCH, INC., executed a Deed of Trust dated June 8, 2000 and recorded in Volume 3842, Page 194, Official Records of Brazos County, Texas on such Property to secure a loan in an original principal amount of ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$1,870,000.00) ("Loan"), payable to the order of FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK and HEAT TRANSFER RESEARCH, INC. is executing an additional Deed of Trust on such Property to secure an additional loan in the original principal amount of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00), payable to FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK and the said FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK demands that its liens against such Property be superior liens to the above described lien securing the \$137,000.00 Note and therefore has requested THE CITY OF COLLEGE STATION, TEXAS to subordinate its Deed of Trust lien hereinabove described and its vendor's lien to the Deeds of Trust liens in favor of FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK securing either or both of the above-described Loans to FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, for a valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF COLLEGE STATION, TEXAS and BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION acting on behalf of THE CITY OF COLLEGE STATION, TEXAS do hereby agree to amend and modify the Agreement and to hereby agree that their Deed of Trust Lien (including but not limited to any vendor's lien) against the above described Property to secure the \$137,000.00 note and the rights granted and retained in the Development Agreement against the Property shall be and remain inferior and subordinate to those certain Deed of Trust liens executed or to be executed by HEAT TRANSFER RESEARCH, INC. against the above described Property given to secure FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK in the repayment of all sums of money owed to FIRST AMERICAN BANK, SSB, A TEXAS STATE SAVINGS BANK by HEAT

TRANSFER RESEARCH, INC. for improvements to the real Property referenced herein or evidenced by a "Note" in the original principal amount of \$1,870,000.00, together with all unpaid interest due thereon and a "Note" in the original principal amount of \$125,000.00 with all unpaid interest due thereon. The parties hereto further agree that the reversionary rights contained in the Economic Development Agreement dated October 14, 1999 and recorded in Volume 3664, Page 291, Official Records of Brazos County, Texas has now terminated and is no longer applicable.

This Agreement shall be binding upon the successors and assigns of the parties hereto.

EXECUTED to be effective the \_\_\_\_ day of May, 2001.

THE CITY OF COLLEGE STATION, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRYAN/COLLEGE STATION ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                             §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, of College Station, Texas, on behalf of said College Station, Texas.

\_\_\_\_\_  
Notary Public State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                             §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, of BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION, on behalf of said corporation.

4

\_\_\_\_\_  
Notary Public State of Texas  
My Commission Expires: \_\_\_\_\_